



AGC DOCUMENT NO. 420
STANDARD FORM OF AGREEMENT BETWEEN
DESIGN-BUILDER AND ARCHITECT/ENGINEER
FOR DESIGN-BUILD PROJECTS

SUBCONTRACT #8117

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. ARCHITECT/ENGINEER'S RESPONSIBILITIES
4. DESIGN-BUILDER'S RESPONSIBILITIES
5. SCHEDULE
6. ARCHITECT/ENGINEER'S COMPENSATION AND PAYMENTS
7. INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION
8. TERMINATION
9. DISPUTE RESOLUTION
10. MISCELLANEOUS PROVISIONS
11. SCHEDULE OF EXHIBITS

This Agreement has important legal and insurance consequences. Consultation with an attorney and an insurance consultant is encouraged with respect to its completion or modification.

AGC DOCUMENT NO. 420
STANDARD FORM OF AGREEMENT BETWEEN
DESIGN-BUILDER AND ARCHITECT/ENGINEER
FOR DESIGN-BUILD PROJECTS

ARTICLE 1
AGREEMENT

This Agreement is made this 13th day of November ♦

in the year 2013, by and between the ♦

DESIGN-BUILDER
(Name and Address)

Criterion General, Inc. ♦
2820 Commercial Drive
Anchorage, Alaska 99501-3015

and the
ARCHITECT/ENGINEER
(Name and Address)

kpb architects ♦
425 G Street, Suite 800
Anchorage, Alaska 99501

for services in connection with the following
PROJECT
(Name, location and brief description)

LIO Building Remodel ♦
716 W. 4th Avenue
Anchorage, Alaska 99501

Architectural, structural,
civil design of an approximate
20,000 square foot, 6-story
addition and an approximate
44,000 square foot remodel of
an existing building.

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

The Design-Builder has agreed in its Design-Build Agreement with the Owner, which is attached as Exhibit A, to procure the services of licensed design professionals to provide the architectural and engineering services required to design the Project in accordance with the Owner's requirements as outlined in the Owner's Program and other relevant data defining the Project, which is attached as Exhibit B. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. The standard of care for architectural and engineering services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality.

2.1 TEAM RELATIONSHIP The Design-Builder and Architect/Engineer agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

2.2 DEFINITIONS

.1 The *Architect/Engineer's Services* shall be to provide the necessary architectural and engineering services required by the Design-Builder for the Project, including coordination of design services of subcontractors who may be procured by the Design-Builder to provide both design and construction services for certain Project elements. The Services includes Basic Services provided in the Design and Construction Phases plus Additional Services as may be authorized by the Owner and Design-Builder.

.2 The *Contract Documents* govern the relationship between the Design-Builder and the Architect/Engineer. The Contract Documents consist of this Agreement, including the exhibits set forth in Article 11 plus written amendments to this Agreement as agreed to by the parties.

.3 The term *day* shall mean calendar day unless otherwise specifically designated.

.4 The *Design-Builder's Work* is the design and construction services required of the Design-Builder to fulfill its obligations pursuant to its agreement with the Owner (the Work). The Architect/Engineer's Services are a portion of the Work.

.5 *Owner* is the person or entity identified as such in Article 1 and includes the Owner's Representative as identified in the agreement between the Owner and the Design-Builder.

.6 The *Owner's Program* is an initial description of the Owner's objectives that may include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

.7 The *Project*, as identified in Article 1, is the building, facility and/or other improvements for which the Design-Builder is to perform pursuant to its agreement with the Owner. It may also include improvements to be undertaken by the Owner or others retained by the Owner.

.8 *Substantial Completion* occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder.

.9 *Worksite* means the geographical area at the location mentioned in Article 1.

2.3 EXTENT OF AGREEMENT This Agreement represents the entire agreement between the Design-Builder and the Architect/Engineer and supersedes all prior negotiations, representations and agreements, either written or oral.

ARTICLE 3

ARCHITECT/ENGINEER'S RESPONSIBILITIES

3.1 OBLIGATIONS DERIVATIVE The Design-Builder and the Architect/Engineer are mutually bound by the terms of this Agreement. To the extent that the terms of the agreement between the Owner and Design-Builder apply to the performance of the Architect/Engineer's Services, then the Design-Builder assumes toward the Architect/Engineer all the obligations, rights, duties, and remedies that the Owner assumes toward the Design-Builder. In an identical way, the Architect/Engineer assumes toward the Design-Builder all the same obligations, rights, duties, and remedies that the Design-Builder assumes toward the Owner. In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

3.1.1 PROJECT REQUIREMENTS The Architect/Engineer, in order to determine the requirements of the Project, shall review the information in Exhibit B. The Architect/Engineer shall review its understanding of the Project requirements with the Design-Builder.

3.2 BASIC SERVICES The Architect/Engineer's Basic Services consist of a review of the Project information furnished by the Design-Builder and the provision of the Schematic Design Documents, Design Development Documents, Construction Documents, Guaranteed Maximum Price (GMP) Documents (if required), bidding or negotiation assistance, Construction Phase Services, and other basic services as may be provided in Subparagraph 3.2.19, and shall include normal architectural, structural, mechanical, electrical and site design. The Architect/Engineer shall coordinate its services with all services of design consultants and subcontractors retained by the Design/Builder. These services shall be performed in accordance with the schedule established by the Design-Builder pursuant to Article 5. If required by the Design-Builder, the Architect/Engineer shall assist the Design-Builder in preparing the Preliminary Evaluation, schedule, and estimate for the Owner's written approval. Any Basic Services provisions that are not required under this Agreement shall be stricken.

~~**3.2.1 SCHEMATIC DESIGN DOCUMENTS** Based upon the Preliminary Evaluation and other relevant information, the Architect/Engineer shall prepare, for approval by the Design-Builder and Owner, Schematic Design Documents consisting of drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. Two printed sets and one reproducible set of these Documents shall be provided to the Design-Builder. When the Architect/Engineer submits the Schematic Design Documents, the Architect/Engineer shall identify in writing all material changes and deviations that have taken place from the Preliminary Evaluation, schedule and estimate. Following completion of the Schematic Design Documents, the Architect/Engineer shall cooperate with the Design-Builder in updating the preliminary schedule and estimate.~~

3.2.2 DESIGN DEVELOPMENT DOCUMENTS Based on the approved Schematic Design Documents, the Architect/Engineer shall prepare, for approval by the Design-Builder, Owner and governmental authorities, including revisions necessary to secure such approvals, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. When the Architect/Engineer submits the Design Development Documents, the Architect/Engineer shall identify in writing all material changes and deviations

that have taken place from the approved Schematic Design Documents. Two printed sets and one reproducible set of these Documents shall be provided to the Design-Builder. Following completion of the Design Development Documents, the Architect/Engineer shall cooperate with the Design-Builder in updating the schedule and estimate.

3.2.3 CONSTRUCTION DOCUMENTS Based on the approved Design Development Documents and subject to the requirements of Subparagraph 3.2.4 if a GMP proposal has been prepared and accepted, the Architect/Engineer shall prepare, for approval by the Design-Builder, Owner and governmental authorities, including revisions necessary to secure such approvals, Construction Documents setting forth in detail the requirements for construction of the Project, consisting of drawings and specifications that comply with codes, laws and regulations enacted at the time of their preparation. When the Architect/Engineer submits the Construction Documents, the Architect/Engineer shall identify in writing all material changes and deviations that have taken place from the approved Design Development Documents. Two printed sets and one reproducible set of these Documents shall be provided to the Design-Builder. Following completion of the Construction Documents, and if a GMP has not been prepared and accepted, the Architect/Engineer shall cooperate with the Design-Builder in updating the schedule and estimate.

~~**3.2.4 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL** Upon request of the Owner and agreement by the Design-Builder, the Design-Builder will prepare a GMP Proposal. If the Proposal is prepared prior to completion of the Construction Documents, the Design-Builder will include in the Proposal a statement of the assumptions and qualifications on which the GMP is based. Prior to submission of the proposal to the Owner, the Architect/Engineer shall review the Proposal and advise the Design-Builder of any errors, omissions or inconsistencies it may discover. Following acceptance of the Proposal by the Owner, the Architect/Engineer shall complete the Construction Documents, incorporating the agreed-upon assumptions and clarifications. The Design-Builder and Architect/Engineer shall work together to monitor the completion of the drawings and specifications so that the Project can be completed within the GMP and by the date of Substantial Completion. Two printed sets and one reproducible set of the drawings and specifications on which the GMP is based shall be provided to the Design-Builder.~~

~~**3.2.5 BIDDING AND NEGOTIATION ASSISTANCE** The Architect/Engineer shall assist the Design-Builder in obtaining bids from subcontractors and major suppliers by providing necessary drawings, specifications and addenda, attending pre-bid meetings, and clarifying the scope and intent of the Construction Documents.~~

3.2.6 CONSTRUCTION PHASE SERVICES The Construction Phase shall commence upon the issuance of a written notice from the Owner to proceed with construction. The Architect/Engineer shall furnish interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda or otherwise, as are necessary for the proper execution and progress of the Project. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

3.2.7 The Architect/Engineer shall timely review and approve or otherwise respond to the Design-Builder's submittals, including shop drawings, product data and samples. Submittals shall be checked for conformance with the design and scope of the Project and for compliance with the Construction Documents.

3.2.8 Approval by the Design-Builder or Owner shall not be deemed to be an assumption of responsibility by the Design-Builder or Owner for any error, inconsistency or omission in the drawings and specifications or other documents prepared by the Architect/Engineer, its employees, subcontractors, agents or consultants, who shall be responsible for any such error, inconsistency or omission.

3.2.9 The Architect/Engineer shall have reasonable access to the Worksite at all times.

3.2.10 The Architect/Engineer shall communicate with the Owner and the Design-Builder's subcontractors and suppliers only through the Design-Builder.

3.2.11 The Architect/Engineer shall visit the Worksite at appropriate intervals but not less than _____ times, or pursuant to such schedule as the parties may establish by attachment to this Agreement, to become generally familiar with the quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Documents. On the basis of these on-site observations, the Architect/Engineer shall endeavor to guard the Design-Builder against defects or deficiencies in the construction. After each Worksite visit, the Architect/Engineer shall promptly provide the Design-Builder with copies of all notes and field reports. If the Architect/Engineer becomes aware of any such defects, deficiencies or violations, it shall give prompt written notice to the Design-Builder. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences and procedures, unless they are specified by the Architect/Engineer, or for ensuring that the Design-Builder's Work is in accordance with the Construction Documents.

3.2.12 The Architect/Engineer is not responsible for safety precautions and programs. However, if the Architect/Engineer becomes aware of safety violations, the Architect/Engineer shall give prompt written notice to the Design-Builder.

3.2.13 The Architect/Engineer shall assist the Design-Builder and Owner in filing required documents with governmental authorities having jurisdiction over the Project.

3.2.14 The Architect/Engineer shall not be responsible for the acts or omissions of the Design-Builder or any of its subcontractors, or their agents or employees, or any other persons performing work on the Project who are not under the control or authority of the Architect/Engineer.

3.2.15 The Architect/Engineer shall attend meetings with the Owner and Design-Builder upon request of the Design-Builder.

3.2.16 All of the Services to be provided by the Architect/Engineer shall be rendered promptly so as not to delay the Design-Builder.

~~**3.2.17** The Architect/Engineer shall assist the Design-Builder in conducting inspections to determine the date of Substantial Completion of the Design-Builder's subcontractors.~~

3.2.18 The Architect/Engineer shall assist the Design-Builder in obtaining permits necessary for the construction of the Project.

3.2.19 OTHER BASIC SERVICES The following services shall also be included as part of Basic Services:

3.3 ADDITIONAL SERVICES The following services shall be provided by the Architect/Engineer and paid for as Additional Services if they are authorized in advance by the Design-Builder in writing and are not included in Basic Services set forth in Paragraph 3.2:

.1 Development of the Owner's Program, Project budgeting, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

.2 Consultations, negotiations, and documentation supporting the procurement of Project financing.

.3 Surveys, site evaluations, legal descriptions and aerial photographs.

.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

.7 Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information.

.8 Artistic renderings, models and mockups of the Project or any part of the Project.

.9 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Project.

.10 Interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.

.11 Making revisions to the Schematic Design, Design Development, Construction Documents or documents forming the basis of the GMP (if any) after they have been approved by the Owner, Design-Builder, and governmental authorities, and which are due to causes beyond the control of the Architect/Engineer.

.12 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.

.13 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

.14 The premium portion of overtime work ordered by the Design-Builder including productivity impact costs, unless such overtime work is required because of a delay caused by the Architect/Engineer.

.15 Document reproduction exceeding the limits provided for in this Agreement.

.16 Out-of-town travel by the Architect/Engineer in connection with the Architect/Engineer's Services except between the Architect/Engineer's office, Design-Builder's office, Owner's office and the Worksite.

.17 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up.

.18 Services for tenant or rental spaces not a part of this Agreement.

.19 Services requested by the Design-Builder which are not specified in this Agreement and which are not normally part of generally accepted design and construction practice.

.20 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

.21 Preparing reproducible record drawings from marked-up prints, drawings or other documents that incorporated significant changes made during the Construction Phase.

.22 Worksite visits in excess of the number of visits provided for in a schedule established by and attached to this Agreement.

3.4 QUALIFICATIONS The Architect/Engineer warrants and represents that the Architect/Engineer and its consultants and subcontractors are duly qualified, licensed, registered and authorized by law to perform the Architect/Engineer's Services.

3.5 CONSULTANTS AND SUBCONTRACTORS The Architect/Engineer shall not engage the services of any consultant or subcontractor without first obtaining the Design-Builder's written approval which approval shall not be unreasonably withheld. Such approval by the Design-Builder shall not be deemed to create any contractual relationship between the Design-Builder and any such consultant or subcontractor. The Architect/Engineer shall bind its consultants or subcontractors in the same manner as the Architect/Engineer is bound to the Design-Builder under this Agreement.

3.6 ARCHITECT/ENGINEER'S REPRESENTATIVE
The Architect/Engineer's representative is _____
Jeffrey P. Koonce, AIA

3.7 KEY PROJECT PERSONNEL The key project personnel whom the Architect/Engineer will assign are as set forth in Exhibit D, including the percentage of time to be devoted by each to the Architect/Engineer's Services. Such personnel shall not be changed without the approval of the Design-Builder, which approval shall not be unreasonably withheld.

3.8 ROYALTIES, PATENTS AND COPYRIGHTS The Architect/Engineer shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Architect/Engineer and incorporated in the Work. The Architect/Engineer shall defend, indemnify and hold the Owner and Design-Builder harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner and Design-Builder agree to defend, indemnify and hold the Architect/Engineer harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner or Design-Builder.

3.9 CONFIDENTIALITY The Architect/Engineer shall treat as confidential and not disclose to third parties, except as is necessary for the performance of the Services, or use for its own benefit, any of the Owner's or Design-Builder's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Architect/Engineer or which the Architect/Engineer may acquire in connection with the Services. The Architect/Engineer shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Architect/Engineer in connection with the performance of this Agreement.

ARTICLE 4

DESIGN-BUILDER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY DESIGN-BUILDER

4.1.1 To the extent the Design-Builder has obtained the information and services identified below from the Owner, the Design-Builder shall provide them to the Architect/Engineer. The Architect/Engineer shall be entitled to rely on such information and services to the same extent as the Design-Builder. However, the Design-Builder does not warrant the accuracy or completeness of such information or services.

.1 All available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing

condition, subsurface and environmental studies, reports and investigations.

.2 Inspection and testing services during construction as required by law or as mutually agreed.

.3 Unless otherwise provided in the Contract documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.2 The Design-Builder shall be responsible for the preparation of budgets, cost estimates and schedules.

4.1.3 The Design-Builder shall promptly report to the Architect/Engineer errors, inconsistencies and omissions it discovers in the Construction Documents; however, nothing in this Paragraph shall relieve the Architect/Engineer of responsibility for its own errors, inconsistencies and omissions.

4.1.4 The Architect/Engineer shall have the right, upon request, to receive from the Design-Builder such information as the Design-Builder has obtained relative to the Owner's financial ability to pay for the Project.

4.1.5 If the Architect/Engineer does not receive the information referenced in Subparagraph 4.1.4 with regard to the Owner's ability to pay for the Work as required by the Contract Documents, the Architect/Engineer may request the information from the Owner and/or the Owner's lender.

4.1.6 The Design-Builder shall provide the Architect/Engineer with a list of all consultants and subcontractors retained by the Design-Builder to perform services for the Project.

4.2 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder's representative is David B. DeRoberts, Project Manager ♦

ARTICLE 5

SCHEDULE

The Architect/Engineer shall provide the Services required by this Agreement at such reasonable times as will enable the Design-Builder to complete its work in accordance with the schedules established by the Design-Builder.

5.1 DELAYS BY ARCHITECT/ENGINEER If the progress or completion of the Project is delayed by reason of any fault, neglect, error or omission of the Architect/Engineer, the Architect/Engineer shall compensate the Design-Builder for

and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay. In addition, the Architect/Engineer shall provide Services at its own cost, including overtime costs required to make up schedule delays plus expenses as are necessary to make up for time lost by the Design-Builder because of such delay.

5.2 DELAYS BY DESIGN-BUILDER OR OWNER If the Architect/Engineer is delayed in the performance of its Services by any fault, neglect, error or omission of the Design-Builder or Owner, or by changes ordered by the Owner or Design-Builder which are due to causes beyond the Architect/Engineer's control, or a delay authorized by the Design-Builder pending dispute resolution, then the time allotted in the schedule for the Architect/Engineer's Services shall be extended for the period of such delay or the Design-Builder shall authorize the Architect/Engineer to work overtime to make up such lost time.

5.3 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.3.1 To the extent the agreement between the Owner and the Design-Builder provides for a mutual waiver of consequential damages by the Owner and the Design-Builder, the Design-Builder and Architect/Engineer waive claims against each other for consequential damages arising out of or relating to this Agreement. Similarly, the Architect/Engineer shall obtain from its consultants mutual waivers of consequential damages that correspond to the Architect/Engineer's waiver of consequential damages. To the extent applicable, this mutual waiver applies to consequential damages due to termination by the Design-Builder or the Owner in accordance with this Agreement or the agreement between the Owner and the Design-Builder.

5.3.2 To the extent the agreement between the Owner and the Design-Builder provides for a mutual waiver of consequential damages by the Owner and the Design-Builder, damages for which the Design-Builder is liable to the Owner including those related to Subparagraph 7.1.1 are not consequential damages for the purpose of this waiver. Similarly, to the extent any Architect/Engineer-consultant agreement provides for a mutual waiver of consequential damages by the Owner and the Design-Builder, damages for which the Architect/Engineer is liable to its consultants due to the fault of the Owner or Design-Builder are not consequential damages for the purpose of this waiver.

ARTICLE 6

ARCHITECT/ENGINEER'S COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SERVICES

6.1.1 For Basic Services as described in Paragraph 3.2, the Design-Builder shall compensate the Architect/Engineer on the following basis, including applicable sales taxes (cross-out options not applicable):

~~1. Stipulated Fee. One Million, Three Hundred Forty-two Thousand, Forty-Three and No/100 Dollars. The amount of Dollars (\$ 1,342,043.00).~~

~~2. Guaranteed Maximum Fee. The actual cost of the following:~~

~~a. Architect/Engineer's personnel as listed in Exhibit D.~~

~~b. Services of professional consultants and subcontractors at a multiple of () times the amount billed to the Architect/Engineer for such services.~~

~~c. Reimbursable expenses as set forth in Exhibit E.~~

~~The Architect/Engineer shall be compensated for the above costs up to a Guaranteed Maximum Fee of Dollars (\$).~~

~~3. Other basis of Fee:~~

6.2 ADDITIONAL SERVICES

6.2.1 The Architect/Engineer shall be compensated for Additional Services as described in Paragraph 3.3 on the following basis:

Additional fees will be paid for additional services or expenses, as mutually agreed, by change order, or by other mutually-agreeable device.

6.3 PAYMENTS

6.3.1 The Architect/Engineer shall submit to the Design-Builder for its approval monthly applications for payment for Basic and Additional Services. The Design-Builder shall submit approved applications for payment together with its own to the Owner. Payment shall be made within seven days of the Design-Builder's receipt of payment from the Owner for the amount approved on the Architect/Engineer's application. Payments for Basic and Additional Services shall not exceed the following percentages of the total Fee for Basic and Additional Services at the completion of each Phase of the Architect/Engineer's Services:

Schematic Design Documents	_____ %	◆
Design Development Documents	_____ %	◆
GMP Documents	_____ %	◆
Construction Documents	_____ %	◆
Bidding and negotiation assistance	_____ %	◆
Construction Phase	_____ %	◆
TOTAL	100%	

Upon receipt of payment from the Design-Builder, the Architect/Engineer shall promptly make payment to its consultants and subcontractors as appropriate.

6.3.2 RETENTION If a portion of the Architect/Engineer's compensation is to be retained, the terms of retainage shall be as follows: ◆

6.3.3 Prior to final payment to the Architect/Engineer, the Architect/Engineer shall furnish evidence satisfactory to the Design-Builder that there are no claims, obligations or liens outstanding in connection with the services provided by the Architect/Engineer. Acceptance of final payment shall constitute a waiver of all claims by the Architect/Engineer for compensation for the Architect/Engineer's Services performed.

6.3.4 Should there be any claim, obligation or lien asserted before or after final payment is made that arises from the performance of the Architect/Engineer's Services, the Architect/Engineer shall reimburse the Design-Builder for any costs and expenses, including attorney's fees, costs and expenses, incurred by the Design-Builder in satisfying, dis-

charging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided the Design-Builder is making payments or has made payments to the Architect/Engineer in accordance with the terms of this Agreement.

6.3.5 Should the Architect/Engineer or its consultants or subcontractors cause damage to the Project, or fail to perform or otherwise be in default under the terms of this Agreement, the Design-Builder shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner and Design-Builder from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

6.3.6 Expense records of the Architect/Engineer's personnel, consultants, subcontractors and services shall be maintained in accordance with generally accepted accounting principles and shall be available to the Design-Builder at mutually convenient times.

ARTICLE 7

INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

7.1 INDEMNITY

7.1.1 In addition to any liability or obligation of the Architect/Engineer to the Design-Builder that may exist under any other provision of this Agreement or by law or otherwise, to the fullest extent permitted by law the Architect/Engineer shall defend, indemnify and hold harmless the Design-Builder and Owner and their respective officers, agents, employees, consultants and Subcontractors from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including legal fees, that may arise from the performance of the Architect/Engineer's Services, to the extent of the negligence attributed to such acts or omissions by the Architect/Engineer, its officers, agents, employees or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

7.1.2 To the fullest permitted by law, the Design-Builder agrees to defend, indemnify and hold harmless the Architect/Engineer, its officers, agents and employees from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including legal fees, which the Architect/Engineer, its officers, agents and employees may sustain by reason of any negligent act or omission by the Design-Builder, its officers, agents, employees or Subcontractors arising out of the Design-Builder's Work.

7.2 INSURANCE

7.2.1 Before commencing its Services and as a condition of payment, the Architect/Engineer shall purchase and maintain such insurance as will protect it from the claims arising out of its operations under this Agreement, whether such operations are by the Architect/Engineer or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

7.2.2 The Architect/Engineer shall maintain at least the following insurance with a company satisfactory to the Design-Builder:

.1 Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the State in which the Project is located. The Workers' Compensation policy shall provide for a waiver of subrogation in favor of the Design-Builder. Employers Liability coverage must have limits of liability of at least:

- a. Bodily Injury by Accident
Each Accident
\$ 1,000,000.00 . ♦
- b. Bodily Injury by Disease
Policy Limit
\$ 2,000,000.00 . ♦
- c. Bodily Injury by Disease
Each Employee
\$ 1,000,000.00 . ♦

.2 Commercial General Liability, including contractual liability insurance against the liability assumed in Subparagraph 7.1.1

- a. Each occurrence limit
\$ 1,000,000.00 . ♦
- b. General aggregate
\$ 2,000,000.00 . ♦
- c. Products/Completed
Operations Aggregate
\$ Included . ♦
- d. Personal and Advertising
Injury Limit
\$ Included . ♦

Policies under Clauses 7.2.2.2 and 7.2.2.3 shall list the Design-Builder as an additional insured, and such policies shall be primary over any other insurance carried by the Design-Builder.

.3 Comprehensive Automobile Liability

- a. Combined Single Limit
Bodily Injury and Property
Damage
\$ 1,000,000.00 . ▼
Each Occurrence
or
- b. Bodily Injury
\$ _____ . ♦
Each Person
\$ _____ . ♦
Each Occurrence
- c. Property Damage
\$ _____ . ♦
Each Occurrence

7.2.3 The Architect/Engineer shall require its consultants and subcontractors to maintain Commercial General Liability and Comprehensive Automobile Liability coverage with a company satisfactory to the Design-Builder and with limits acceptable to the Design-Builder.

7.2.4 PROFESSIONAL LIABILITY INSURANCE The Architect/Engineer and all consultants retained by the Architect/Engineer shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either.

General Office Coverage

Project Specific Professional Liability Insurance
(cross-out one of the above) . ♦

written for not less than \$ 2,000,000.00 per claim and in the aggregate with a deductible not to exceed \$ _____. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the Architect/Engineer. These requirements shall be continued in effect for _____ year(s) after the Date of Substantial Completion. The deductible shall be paid by the Architect/Engineer.

7.2.5 The Architect/Engineer shall furnish to the Design-Builder certificates of insurance evidencing the required coverages listed in this Paragraph 7.2 and a copy of its Professional Liability policy. No policy shall be cancelled or modified without thirty (30) days prior written notice to the Design-Builder. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. The Architect/Engineer and its Professional Liability insurance carrier shall notify the Design-Builder within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. The Design-Builder shall have the right to notify directly the

Architect/Engineer's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for one years following final payment to the Architect/Engineer.

7.3 WAIVER OF SUBROGATION The Design-Builder and Architect/Engineer waive all rights against each other and the Owner, Subcontractors and Subsubcontractors for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance. The Architect/Engineer shall require similar waivers from its consultants and subcontractors.

ARTICLE 8

TERMINATION

8.1 TERMINATION BY EITHER PARTY Either party may terminate this Agreement upon seven (7) days written notice if the other party materially breaches its terms through no fault of the initiating party.

8.2 TERMINATION BY DESIGN-BUILDER This Agreement may be terminated by the Design-Builder upon at least seven (7) days written notice in the event that the Design-Builder's agreement with the Owner is terminated.

8.3 COMPENSATION In the event of termination, the Architect/Engineer shall be compensated to the extent that the Owner pays the Design-Builder for the Architect/Engineer's Services.

ARTICLE 9

DISPUTE RESOLUTION

9.1 INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to the dispute resolution procedures contained in this Agreement. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party's representative to the other party's representative and the mediator.

9.2 CONTINUANCE OF SERVICES AND PAYMENT

Unless otherwise agreed in writing, the Architect/Engineer shall continue to perform under this Agreement during any dispute resolution proceeding. If the Architect/Engineer continues to perform, the Design-Builder shall continue to make payments in accordance with this Agreement.

9.3 MULTIPARTY PROCEEDING The parties agree that to the extent permitted by the Contract Documents all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Design-Builder and Architect/Engineer involve in whole or in part disputes between the Design-Builder and the Owner, disputes between the Architect/Engineer and the Design-Builder shall be decided by the same tribunal and in the same forum as disputes between the Design-Builder and the Owner.

9.4 DISPUTE BETWEEN DESIGN-BUILDER AND ARCHITECT/ENGINEER

In the event the provisions for resolution of disputes between the Design-Builder and the Owner contained in the Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Architect/Engineer, resolution of disputes between the Architect/Engineer and the Design-Builder involving in whole or in part disputes between the Design-Builder and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Design-Builder and the Owner. At the conclusion of those proceedings, disputes between the Architect/Engineer and the Design-Builder shall be submitted again to mediation pursuant to Paragraph 9.1. Any disputes not resolved by mediation shall be decided in the manner selected in the agreement between the Owner and the Design-Builder.

9.5 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Contract Documents shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 OWNERSHIP OF DOCUMENTS Upon the making of final payment, the Design-Builder shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Architect/Engineer or its subcontractors and consultants and distributed to the Design-Builder for this Project. ("Design-Build Documents")

10.1.1 If this Agreement is terminated pursuant to Paragraphs 8.1 or 8.2, the Design-Builder shall receive ownership of the property rights, except for copyrights, of the Design-Build Documents upon payment in accordance with Paragraph 8.3, at which time the Design-Builder shall have the right to use, reproduce and make derivative works of the Design-Build Documents to complete the Work.

10.1.2 It is understood that the Owner shall receive from the Design-Builder the same ownership of property rights, except for copyright, of the Design-Build Documents, as the Design-Builder receives from the Architect/Engineer, in accordance with the ownership of documents provisions in the agreement between the Owner and the Design-Builder. In accordance with the agreement between the Owner and the Design-Builder, the Owner may use, reproduce and make derivative works from the Design-Build Documents for subsequent renovation and remodeling of the Work, but shall not use, reproduce and make derivative works from the Design-Build Documents for other projects without the written authorization of the Design-Builder and Architect/Engineer, who shall not unreasonably withhold consent. The Design-Builder shall not use the Design-Build Documents on other projects without the written authorization of the Architect/Engineer, who shall not unreasonably withhold consent.

10.1.3 Similarly, the Architect/Engineer shall obtain from its subcontractors and consultants property rights and rights of use that correspond to the rights given by the Architect/Engineer to the Design-Builder in this Agreement.

10.2 ASSIGNMENT Neither the Design-Builder nor the Architect/Engineer shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

10.3 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

10.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

10.5 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

10.6 TITLES The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

10.7 JOINT DRAFTING The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

10.8 RIGHTS AND REMEDIES The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

10.9 OTHER PROVISIONS: ♦

ARTICLE 11

SCHEDULE OF EXHIBITS

The attached Exhibits are part of this Agreement:

- EXHIBIT A: The Standard Form of Design-Build Agreement and General Conditions
Between Owner and Design-Builder, dated _____, _____ pages. ♦
- EXHIBIT B: Owner's Program, Design-Builder's schedule and estimate and any other relevant information,
dated (to be submitted at a later date), _____ pages. ♦
- EXHIBIT C: Direct Personnel Expense Rates, dated _____, _____ pages. ♦
- EXHIBIT D: Key Project Personnel, dated _____, _____ pages. ♦
- EXHIBIT E: Reimbursable Expenses, dated _____, _____ pages. ♦

This Agreement is entered into as of the date entered in Article 1.

DESIGN-BUILDER Criterion General, Inc. ♦

ATTEST: _____ ♦ BY: David DeRoberts ♦

PRINT NAME: David B. DeRoberts ♦

PRINT TITLE: Project Manager ♦

ARCHITECT/ENGINEER kpb architects ♦

ATTEST: _____ ♦ BY: _____ ♦

PRINT NAME: Jeffrey P. Koonce, AIA ♦

PRINT TITLE: Principal ♦



August 27, 2013

Criterion General, Inc.
2820 Commercial Drive
Anchorage, Alaska 99501-3015

Attn: Dave DeRoberts / President, Project Manager

Re: **LIO Renovation**
A/E Design Fee Proposal

Dear Dave,

Thank you for this opportunity to submit this proposal to provide architectural and engineering design services for the above referenced project. The following is a description of the services we anticipate providing based on the approved floor plan.

The Tower Renovation and Addition

Based on the iterations of the project we have based our design fees structure on the project versions for a 6 story tower. It is our understanding that kpb will provide civil, survey, geotechnical, structural engineering, architectural and limited interior design.

Work pertaining to the garage and LEED are not included as part of the proposal. Mechanical engineering, Electrical engineering, hazardous materials investigations and abatement design, landscape architecture, planning and zoning/conditional use regarding the alley MOA secondary pedestrian design and parking structure design is not included as part of our fee proposal.

Tower Work Schedule

Base fee will be for design to go to 100% with 1 interim review over the shoulder, about 35%/core and shell level (100% civil and Structural). Permitting assistance and CA phase services are also included. The exact dates of the phased delivery schedule, FF and structural shell and full permit will be worked out in our planning meetings.

I see initial weekly meetings at first to make sure we are all on track and to discuss any design issues. These can be attended via telecom. After a few meeting this will trail of to the interim review meetings. (See the attached exhibits)

716-001235



Page 2

Criterion General, Inc.
Dave DeRoberts / President, Project Manager
LIO Renovation
A/E Design Fee Proposal

Consultants

Civil Surveying – EDGE tony@edgesurvey.net
Civil Engineering – EBSC - eddie.hakala@ebsc.us
Architecture – kpb JKoonce@KPBArchitects.com; AWeiss@KPBArchitects.com;
KKakizaki@KPBArchitects.com
Structural - Reid Middleton dstierwalt@reidmiddleton.com

The design fees are attached and include a detailed breakdown per task. We look forward to continuing our long history of work with Criterion General, Inc. and assisting in this project.

Sincerely,
kpb architects

A handwritten signature in blue ink, appearing to be "JK", with a large circular flourish around the letters.

Jeffrey P Koonce, AIA

Approved
Criterion General, Inc.

Fee Proposal Matrix by Discipline and Task

Proposal Number 11076.19
Project Name LJO Tower Renovation & LEED
Prepared By Koonce

	Task 100	Task 200	Task 300	Task 400	Task 500	Task 600	Task 700	Task 800	Task 900	Task 1000	Task 1100	
	Pre Design	15% and Core & Shell Package	Final Design Phase	Permitting	CA	Garage 15% Design	Garage Final Design	Garage Permitting	Garage CA	LEED	0	
Discipline	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Contract Total
kpb architects	\$ 214,070.50	\$ 361,721.60	\$ 373,488.50	\$ 22,363.50	\$ 53,503.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,025,147.10
Survey	\$ -	\$ 15,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,750.00
Civil	\$ -	\$ 6,500.00	\$ 31,500.00	\$ 8,900.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,400.00
Geotechnical	\$ -	\$ 19,516.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,516.00
Structural	\$ 30,605.00	\$ 80,230.00	\$ 49,685.00	\$ 8,230.00	\$ 61,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,230.00
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 244,675.50	\$ 483,717.60	\$ 454,673.50	\$ 39,493.50	\$ 119,483.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,342,043.10



EBSC Engineering LLC
11301 Olive Lane
Anchorage, AK 99515
Phone: 907-222-1085
Fax: 907-222-5210
www.EBSCengineering.com

July 18, 2013
E13.17

Jeff Koonce, AIA
KPB Architects
425 G Street, Suite 800
Anchorage, Alaska 99501

Subject: **Legislative Information Office**
Professional Engineering Services

Dear Mr. Koonce,

Thank you for the opportunity to submit this proposal for engineering services. EBSC Engineering LLC (EBSC) is well qualified and readily available to provide civil design, planning, permitting, and construction support services for the proposed Anchorage Legislative Information Office improvements located at 716 W. 4th AVE in Anchorage, Alaska.

Please review the scope of work, budget, and schedule as presented below and let me know if you have any questions. If this proposal is acceptable as-is, then please sign and return via fax, E-mail, or U.S. mail.

NEED FOR ENGINEERING SERVICES

It is our understanding that there is an interest in renovating and expanding the seven-story Anchorage Legislative Information Office (LIO) building. As part of this project, the neighboring Anchor Pub will be demolished and rebuilt as an addition to the LIO.

The project will consist of survey, geotechnical evaluation, site demolition, new water and sewer services, and sidewalk enhancements.

ASSUMPTIONS

- No onsite stormwater treatment or retention will be required.
- A Drainage Impact Analysis will not be required due to existing impervious cover. It is expected that a Drainage Certification and Type I SWPPP will be adequate.
- Existing water and sewer mains are adequate for serving the site.
- The street level parking lot will remain as-is and will be included in the basemap only.
- A third level of parking is being considered, but is not included in the current scope of work.
- Alleyway enhancements, beyond those required for the LIO, are being considered, but are not included in the current scope of work.

SCOPE OF WORK

This proposal is based on discussions and information provided by kbp Architects on June 11, 2013. EBSC proposes to provide the following services in support of this project:

- Boundary and topographic survey of the project site
- Geotechnical investigation
- Concept Design (15%) and civil basemap including onsite parking
- F&F permit review design package (99%)
- Final Construction Documents (100%)

- Permitting Support
- Construction Support

Task 1: Concept Design (15%)

Topographic Site Survey

EBSC will coordinate with a professional licensed surveyor to survey the site. The surveyor will perform a boundary survey, record elevation and location of structures, ground surface, paved surfaces, buried utilities (as marked by utility locating service), and other items of interest. A signed plot plan will be generated as part of the project. Survey will include lower parking area and entire alleyway.

Geotechnical Site Investigation

EBSC will coordinate with a Northern Geotechnical Engineering – Terra Firma Testing (NGE-TFT) to provide geotechnical engineering design support for the proposed project. NGE-TFT will conduct field exploration, laboratory testing, and provide engineering recommendations. Information will be presented in a Geotechnical Report stamped by a professional engineer.

Site Design

EBSC will prepare concept level design documents for review. The civil design will be based on information gathered from the land survey, document research (AWWU and MOA), and input from the architect and developer. The civil design submittal will include the following at the appropriate level of completion:

- **Demolition Plan:** A demolition plan will present the extent of sidewalk, w/s utility, storm drain, pavement, and building demolition. Key areas will be highlighted as needed.
- **Site Plan:** The civil site plan will present the building footprint, water and sewer services, site access, parking lot layout, and storm water drainage features. Spot elevations will be provided at key points to present general site grading.
- **Water Service:** Water mains are located adjacent to the property. EBSC will prepare design documents for water service to the site and coordinate with AWWU on permitting.
- **Sewer Service:** Sewer mains are located adjacent to the property. EBSC will prepare design documents for sewer service to the site and coordinate with AWWU on permitting.
- **Storm Drain:** Buried storm drain facilities are located near the property and are expected to accommodate the site development needs.

Task 2: Construction Documents 99%

EBSC will prepare a 99% design package that includes all elements of the design and permitting requirements. The documents will be signed and used for Footing and Foundation (F&F) permit review and approval. It is expected that the civil plan set will have the following sheets:

- | | |
|---------------------------------|---|
| • Survey Control Sheet | • Grading Plan |
| • Construction Notes and Legend | • Site Sections |
| • Plot Plan | • Storm Drain Plan and Profile |
| • Demolition Plan | • Civil Details |
| • Site Plan | • AWWU submittal for w/s plans (separate) |

Planning and permitting support will be provided throughout the project and include:

- **Project Team Meetings:** One or two members of EBSC's design team will regularly participate in Project Team Meetings as needed.

- **Storm Water Treatment Plan:** A Storm Water Treatment Plan will be developed to meet the requirements of the Municipal Code and include the following:
 - **Storm Water Pollution Prevention Plan (SWPPP, Type I):** The SWPPP will include a Permanent Storm Water Quality Control Plan and Permanent Operations & Maintenance Plan.
- **Drainage Study:** A Drainage Study will be developed per MOA requirements and submitted to MOA Project Engineering for review and approval.
- **Building Permit:** EBSC will coordinate with the MOA Building Safety Department as-needed to meet the requirements of the building permit (zoning, traffic, etc.).
- **Water/Sewer:** EBSC will coordinate with Anchorage Water & Wastewater Utility (AWWU) for design and permitting of water and sewer services to the Facility.

The civil design will follow the current Municipality of Anchorage and Anchorage Water and Wastewater Utility Specifications & Standard Details. All project-related Division II specifications will be based on the MOA and AWWU publications.

The civil design work will be coordinated with the other members of the project team. All engineering design will be performed by and/or under the direct supervision of a Licensed Professional Civil Engineer (PE) licensed to do work in the state of Alaska.

It is expected that all permit requirements will be met during this phase of the project. A summary of the permit requirements is presented below in the *Summary of Project Tasks and Deliverables*. All project review and permitting fees will be paid by others.

Task 3: Final Construction Documents 100%

EBSC Engineers will meet with the MOA Building Safety Department during the design review to address comments. The civil design documents will be revised as-needed to address applicable MOA review comments. EBSC will prepare FINAL documents for construction of the proposed improvements.

Task 4: Construction Support (T&M)

Construction support will be provided as-needed (time and materials) and will likely include:

- Coordinate with project superintendent for resolving design/construction issues and develop additional drawings and specifications as needed for clarification.
- Review Division II material submittals.
- Conduct periodic site visits to the project site during construction activity.
- Provide trip reports noting observations and recommendations during site visits.
- Review Division II change orders.
- Coordinate with project superintendent for generating record drawings.
- Submit record drawings to MOA and AWWU as required.

Fees for this service will be at the following rates:

Senior Engineer: \$145/hour

Junior Engineer: \$105/hour

Summary of Project Tasks and Deliverables

The following items will be addressed during the course of the project:

Phase	Tasks and Deliverables
Survey	<ul style="list-style-type: none">• Topographic survey• Signed Plot Plan
Planning	<ul style="list-style-type: none">• Concept Drawing and Narrative• Geotechnical Investigations and Recommendations
Design & Specifications	<ul style="list-style-type: none">• Concept Design (15%)• Construction Design for F&F Approval (99%)• Final Construction Design (100%)• Specifications (using MOA and AWWU standard specifications where applicable)
Permitting	<ul style="list-style-type: none">• MOA Storm Water Site Plan Review• MOA Grading, Excavation, and Fill Permit• MOA Building Permit• AWWU water/ sewer service
Construction Support (TBD)	<ul style="list-style-type: none">• Trip Report from project site visits (as needed)• Submittal approvals (as needed)• Change order approvals (as needed)• Record Drawings (as required)

COST

The cost for providing these services is presented below:

PROJECT TASKS	Building	Parking lot
Task 1: Concept Design (15%)	\$5,500	\$1,000
Topographic and Boundary Survey (cost + 5%)	\$15,750	\$0
Geotechnical Investigation and Report (cost + 5%)	\$19,516	\$0
Task 2: Construction Documents 99%	\$25,500	\$0
MOA permitting	\$3,500	\$0
SWPPP, Drainage study, Erosion & Sediment Control Plan	\$1,500	\$0
AWWU w/s design and permitting	\$5,400	\$0
Task 3: Final Construction Documents 100%	\$4,500	\$0
Task 4: Construction Support (T&M)	\$4,500	
Total Estimated Cost	\$85,666	\$1,000

Note: please see assumptions on the first page of this proposal.

SCHEDULE

EBSC Engineering is committed to providing quality service within a time frame that meets your needs. We are prepared to begin work as soon as a "Notice to Proceed" is obtained.

ACCEPTANCE

Kpb Architects, Inc. accepts this proposal for engineering services as described herein and authorizes EBSC Engineering LLC to begin work.

Signature / Title

Date

EBSC Engineering is committed to supporting the civil engineering needs of Alaskan communities. We look forward to the prospect of working with Pfeffer Development and kpb on this important project.

Sincerely,



Edward L. Hakala, P.E.
Principal Civil Engineer

REID MIDDLETON, INC.
STRUCTURAL ENGINEER'S FEE ESTIMATE

Date: 7/10/2013

PROJECT: LIO Renovation
PREPARED FOR: kpb architects / Criterion
PREPARED BY: David Stierwalt, PE
PROPOSAL NO: 40-13-051

DESIGN PHASE
TERMS: LUMP SUM FEE

ITEM	PRINCIPAL IN CHARGE	SENIOR ENGINEER	DESIGN ENGINEER	DESIGNER I	CAD TECH II	PROJECT ADMIN	LINE TOTALS	TASK TOTALS
1 Project Management								
Project Setup	2	2				2	\$ 970	
QA / QC	12	12					\$ 4,740	
Internal Coordination	16	16				4	\$ 6,680	
Misc. Project Management	16	16				4	\$ 6,680	
Subtotal Task 1	46	46	0	0	0	10		\$ 19,070
2 Conceptual Framing / Scoping								
As-building existing building	8	16					\$ 4,520	
Coordination meetings	4	8					\$ 2,260	
Initial Calculations	8	40					\$ 8,600	
Initial Drawings	2	8			8		\$ 2,570	
Coordination with Criterion & kpb	4	12				2	\$ 3,120	
Subtotal Task 2	26	84	0	0	8	2		\$ 21,070
3 Engineering								
Design Team Meetings	4	40		20			\$ 9,600	
Load Summary		4		4			\$ 1,060	
Tower Floor Framing		12		20			\$ 3,940	
Tower Columns		4		12			\$ 1,820	
Tower Roof Framing (lo & high)		4		12			\$ 1,820	
Existing Building analysis		10		20			\$ 3,600	
Refinement of ETABS model		20		20			\$ 5,300	
Lateral Analysis		8		8			\$ 2,120	
Lateral Design		8		8			\$ 2,120	
Foundation Design		20		20			\$ 5,300	
Canopies at Entry		10		10			\$ 2,650	
M&E Seismic Bracing		24		36			\$ 7,500	
Shorign Calculations (garage)	4	24	16	16			\$ 8,260	
Shoring Calculations (foundation)	4	24	16	16			\$ 8,260	
Coordination with BRBF Mnfr (Star)		20					\$ 3,400	
Coordination with A,C, M, E		40		40			\$ 10,600	
Prepare Submittal for F&F		4		8			\$ 1,440	
Prepare Submittal for Construction		4		8			\$ 1,440	
Subtotal Task 3	12	280	32	278	0	0		\$ 80,230

REID MIDDLETON, INC.
STRUCTURAL ENGINEER'S FEE ESTIMATE

Date: 7/10/2013

PROJECT: LIO Renovation
PREPARED FOR: kpb architects / Criterion
PREPARED BY: David Stierwalt, PE
PROPOSAL NO: 40-13-051

DESIGN PHASE
TERMS: LUMP SUM FEE

4 Drafting (39 sheets)								
S0.01 - General Structural Notes	2			2	2		\$	720
S0.02 - Quality Assurance Program	2			2	2		\$	720
S0.03 - Schedules and Tables	2			2	4		\$	910
S0.04 - Column Schedule	2			2	2		\$	720
S1.01 - Shoring Plan at Anchor Bar Demo	2			4	8		\$	1,480
S1.02 - Shoring Plan for (E) Garage	2			4	8		\$	1,480
S1.10 - Shoring Sections & Details	2			4	8		\$	1,480
S1.11 - Shoring Sections & Details	2			4	8		\$	1,480
S2.01 - Foundation Plan	2			2	2		\$	720
S2.02 - 1st Floor Framing Plan	2			2	2		\$	720
S2.03 - 2nd Floor Framing Plan	2			2	2		\$	720
S2.04 - 3rd Floor Framing Plan	2			2	2		\$	720
S2.05 - 4th Floor Framing Plan	1			1	2		\$	455
S2.06 - 5th Floor Framing Plan	1			1	2		\$	455
S2.07 - 6th Floor Framing Plan	1			1	2		\$	455
S2.08 - Main Roof Framing Plan	2			2	2		\$	720
S2.09 - Penthouse 1 Framing Plan	2			2	2		\$	720
S2.10 - Penthouse 2 Framing Plan	1			1	2		\$	455
S2.11 - Penthouse Roof Framing Plan	2			2	2		\$	720
S3.01 - Framing Elevations	2			2	2		\$	720
S3.02 - Framing Elevations	2			2	2		\$	720
S3.03 - Framing Elevations	2			2	2		\$	720
S3.04 - Framing Elevations	2			2	2		\$	720
S3.05 - Framing Elevations	2			2	2		\$	720
S3.06 - Framing Elevations	2			2	2		\$	720
S3.10 - Bracing Details	2			2	6		\$	1,100
S3.11 - Gusset Details from Star	2			2	2		\$	720
S3.12 - Bracing Details	2			2	6		\$	1,100
S4.01 - Foundation Sections and Details	4			4	8		\$	1,820
S4.02 - Foundation Sections and Details	4			4	4		\$	1,440
S4.03 - Foundation Sections and Details	4			4	4		\$	1,440
S4.04 - Foundation Sections and Details	2			2	4		\$	910
S5.01 - Standard Framing Details	2			2	4		\$	910
S5.02 - Framing Details	4			4	8		\$	1,820
S5.03 - Framing Details	4			4	4		\$	1,440
S6.01 - Canopy Plans and Sections	4			4	8		\$	1,820
S6.02 - Parapet Details and Sections	4			4	8		\$	1,820
S7.01 - Mech & Elec Seismic Bracing	4			4	8		\$	1,820
S7.02 - Mech & Elec Seismic Bracing	4			4	8		\$	1,820
Subtotal Task 4	0	92	0	100	158	0		\$ 40,150
5 Plan Review								
Initial Coord w/ Reviewer	2	4		4			\$	1,510
F&F Review		8		8	4	2	\$	2,680
Express Review		4					\$	680
Full Permit Review		8		8	4	2	\$	2,680
Express Review		4					\$	680
Subtotal Task 5	2	28	0	20	8	4		\$ 8,230
SUBTOTAL DESIGN	86	530	32	398	174	16		\$168,750
HOURLY RATE:	\$ 225	\$ 170	\$ 110	\$ 95	\$ 95	\$ 90		
SUBTOTAL LABOR	\$19,350	\$90,100	\$3,520	\$37,810	\$16,530	\$1,440		\$168,750
REIMBURSABLE EXPENSES								\$0
TOTAL EST FEE:								\$168,750

A: REIMBURSABLES INCLUDE MILEAGE, PER DIEM COSTS, AIRFARE & COURIER CHARGES.
B: REFER TO REID MIDDLETON, INC EXHIBITS A & B.

REID MIDDLETON, INC.
STRUCTURAL ENGINEER'S FEE ESTIMATE

Date: 7/10/2013

PROJECT: LIO Renovation
PREPARED FOR: kpb architects / Criterion
PREPARED BY: David Stierwalt, PE
PROPOSAL NO: 40-13-051-001

Construction Admin
TERMS: T&M, NTE

ITEM	PRINCIPAL IN CHARGE	SENIOR ENGINEER	DESIGN ENGINEER	DESIGNER I	CAD TECH II	PROJECT ADMIN	LINE TOTALS	TASK TOTALS
1 Shop Drawing Review								
Deferred Submittal Review		8		40			\$ 5,160	
Concrete Submittals		4		40			\$ 4,480	
Steel Submittals		4		60			\$ 6,380	
Arch Review submittals		4		40			\$ 4,480	
Subtotal Task 1								\$ 20,500
2 DCVRs/RFIs								
DCVRs/RFIs		40		80			\$ 14,400	
Site Meetings		40		40			\$ 10,600	
Field Coordination		40		40			\$ 10,600	
Subtotal Task 2								\$ 35,600
3 Record Drawings								
Record Drawings		16		8	20		\$ 5,380	
Subtotal Task 3								\$ 5,380
SUBTOTAL CONSTRUCTION ADMIN	0	156	0	348	20	0	\$ 61,480	\$61,480
HOURLY RATE:	\$ 225	\$ 170	\$ 110	\$ 95	\$ 95	\$ 90		
SUBTOTAL LABOR	\$0	\$26,520	\$0	\$33,060	\$1,900	\$0	\$61,480	
REIMBURSABLE EXPENSES								
TOTAL EST FEE:							\$61,480	

A: MISC REIMBURSABLES INCLUDE PHOTOS, MILEAGE, PLOTTING & COURIER CHARGES.
B: REFER TO REID MIDDLETON, INC EXHIBITS A & B.

PFEFFER DEVELOPMENT 716 W 4TH AVE. Renovation

08.27.2013

ANCHORAGE, ALASKA



MECHANICAL ENGINEER

RSA ENGINEERING, INC.
2522 ARCTIC BOULEVARD, SUITE 200
ANCHORAGE, ALASKA 99503
Ph: 907.276.0521 Fax: 907.276.1751

ELECTRICAL ENGINEER

EIC ENGINEERS
6827 OLD SEWARD HWY
ANCHORAGE, ALASKA 99518
Ph: 907.349.9712 Fax: 907.349.9713

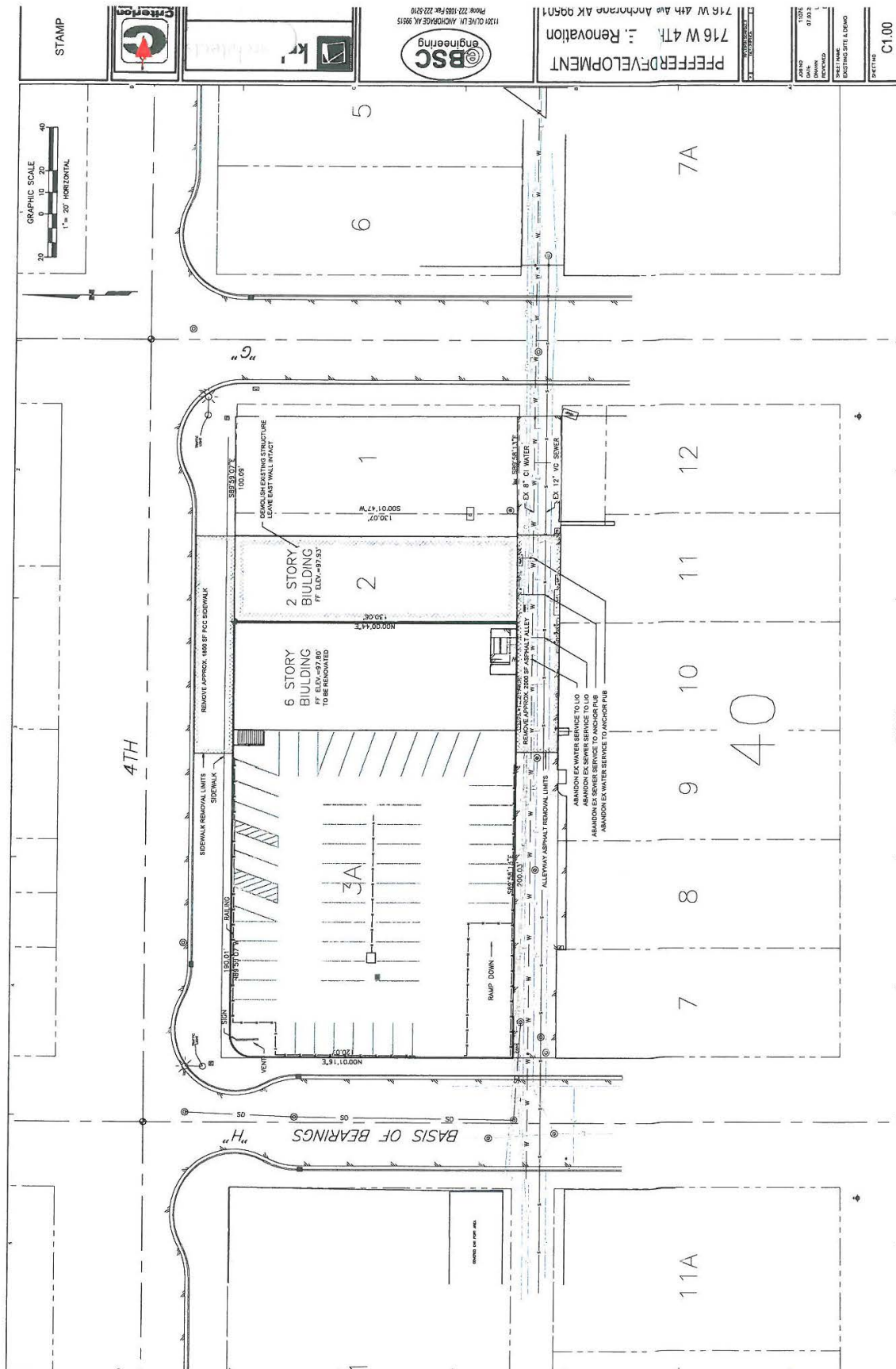
CONTRACTOR / TEAM LEAD

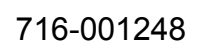
CRITERION GENERAL, INC.
2820 COMMERCIAL DRIVE
ANCHORAGE, ALASKA 99501
Ph: 907.277.3200 Fax: 907.272.8544

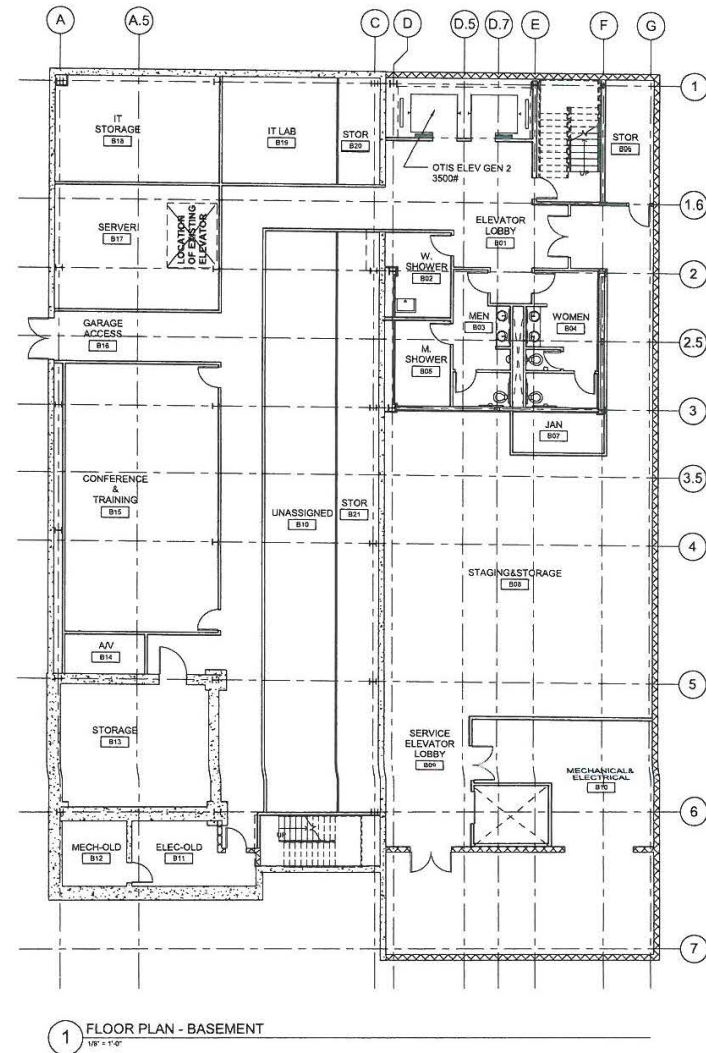
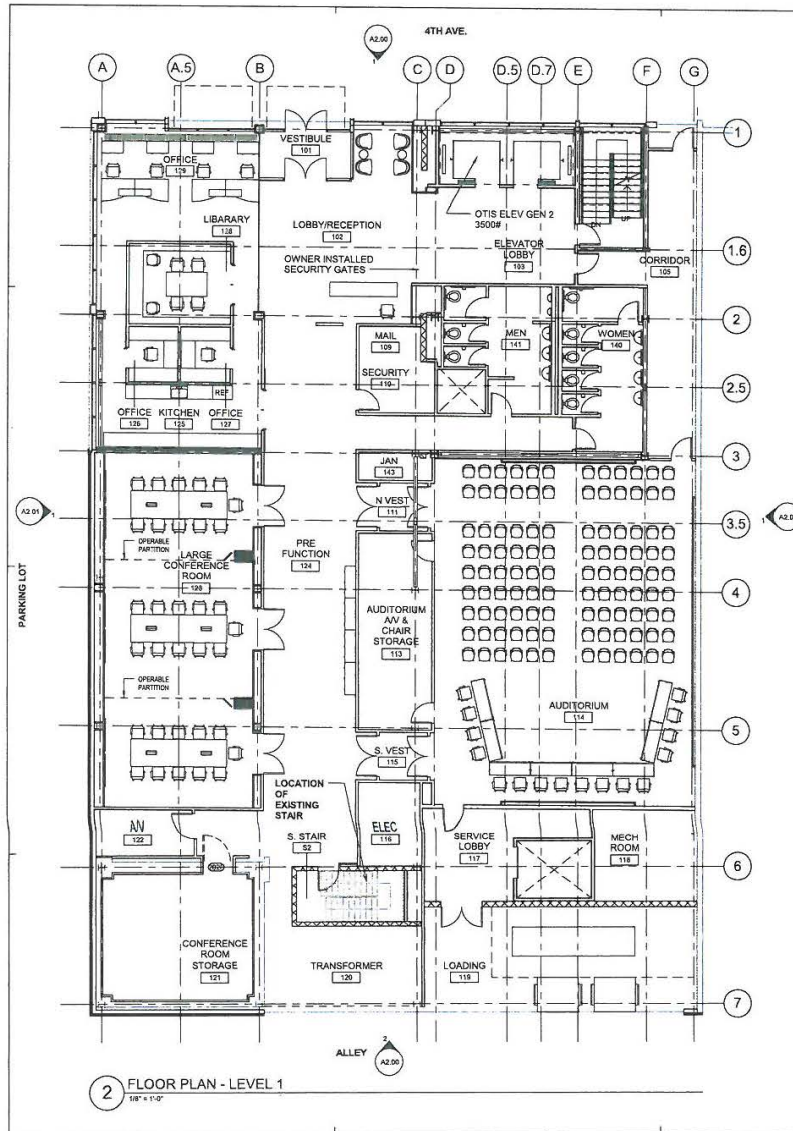
ARCHITECT

kpb architects
425 G STREET, SUITE 800
ANCHORAGE, ALASKA 99501
Ph: 907.274.7443 Fax: 907.274.7407

716-001246







STAMP



PFEFFER DEVELOPMENT
716 W 4th St. Renovation
Architect: A/E 005071

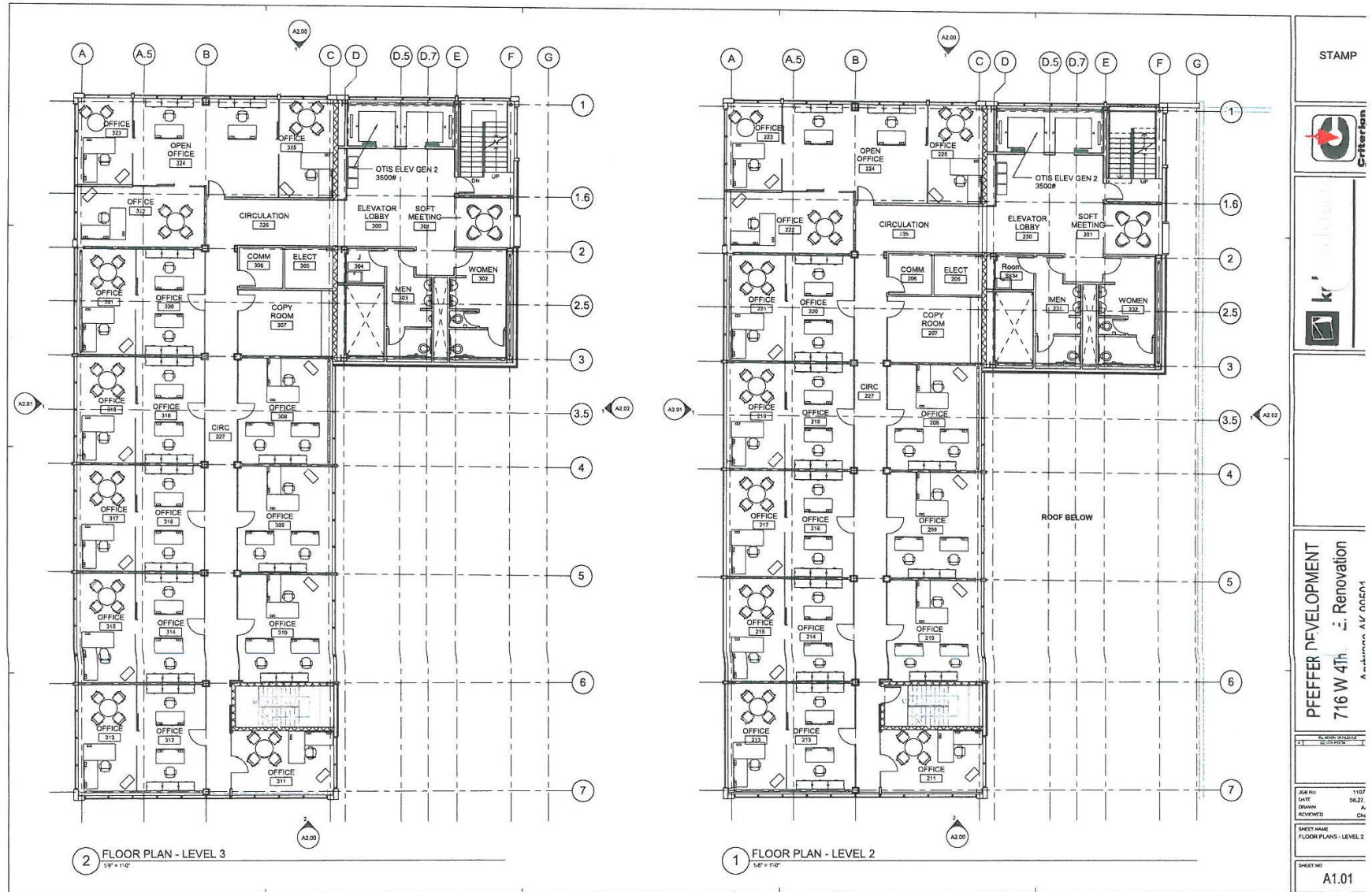
PROJECT: 716 W 4th St. Renovation
SHEET: 1

ADD. NO. 11071
DATE 08.27.12
DRAWN
REVIEWED

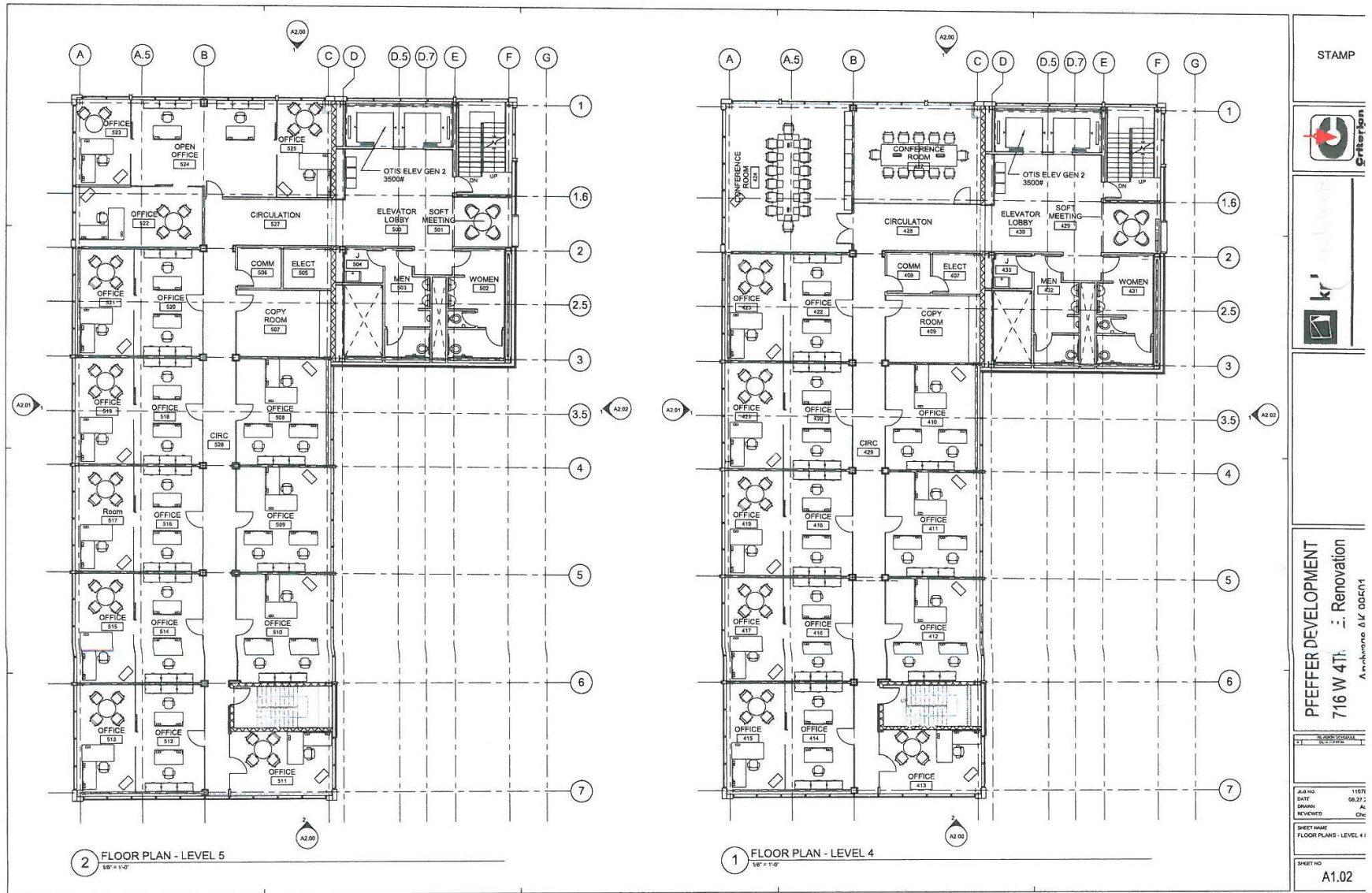
SHEET NAME
FLOOR PLANS - BASEMENT
AND LEVEL 1

SHEET NO.
A1.00

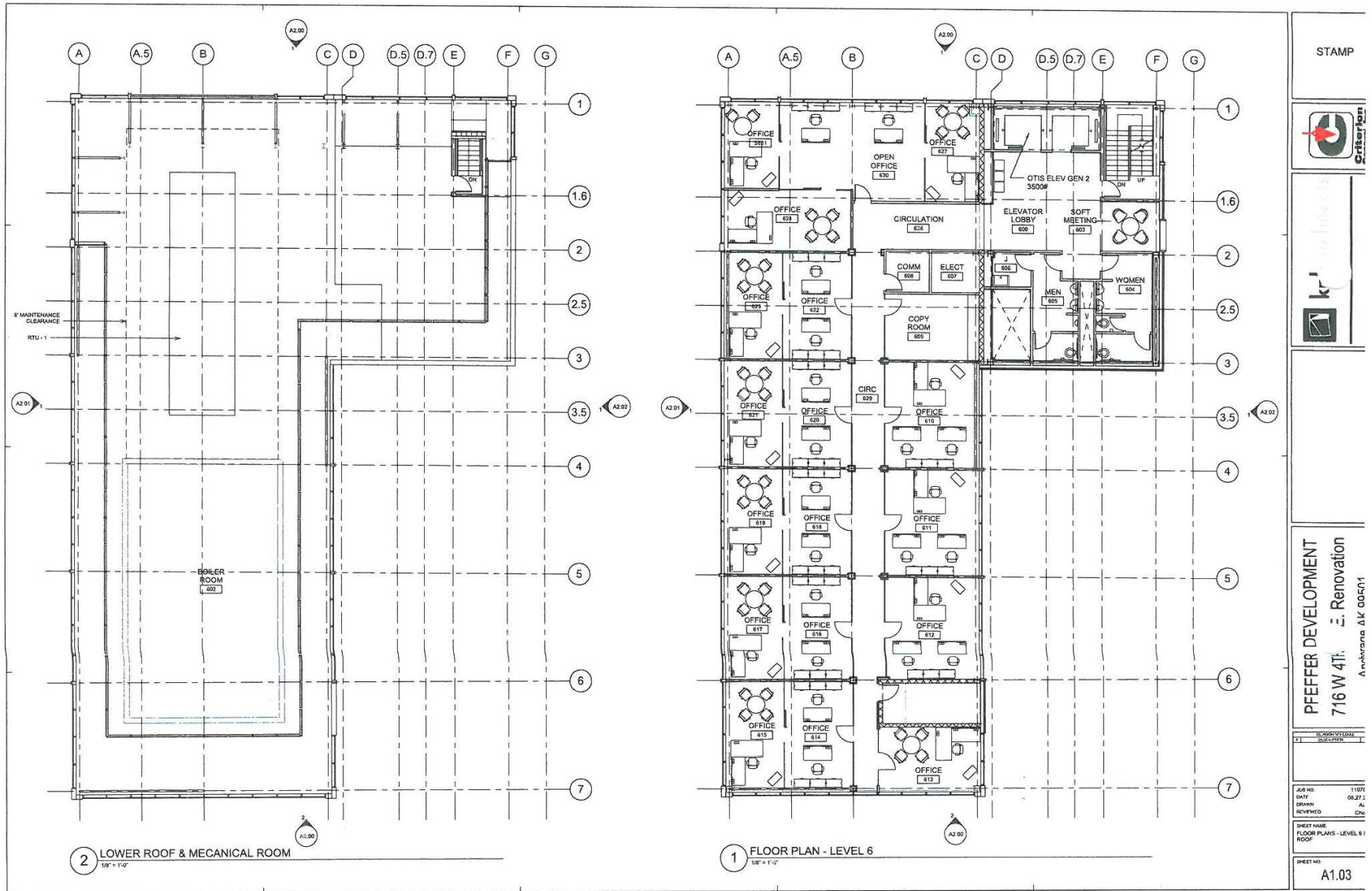
716-001249



716-001250



716-001251



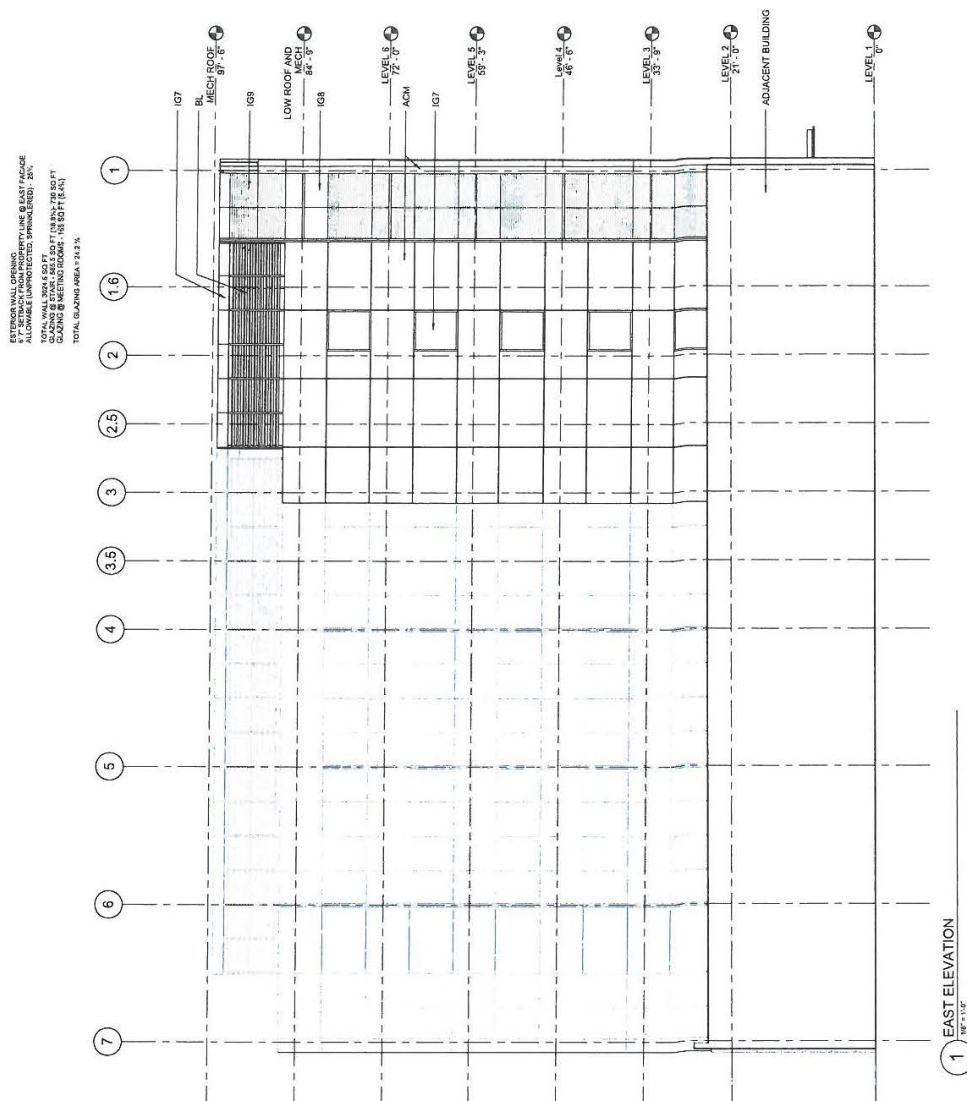
STAMP



PFEFFER DEVELOPMENT
716 W 4th - Renovation
Architect: **AK 005/1**

DATE	11/07/11
DRAWN	AK
CHECKED	AK
SHEET NAME	FLOOR PLANS - LEVEL 6 & 7
SHEET NO.	A1.03

716-001252

[illegible]

DATE: 11/11/2011 11:11 AM